

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM337290

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fielding Systems, LLC		03/23/2015	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quorum Fielding Systems, LLC		
<b>Street Address:</b>	3010 Briarpark Drive, Suite 450		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77042		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4418403	SCADAVISOR	
<b>Registration Number:</b>	4418405	FIELDVISOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	703-610-6100		
<b>Email:</b>	boxip@hoganlovells.com		
<b>Correspondent Name:</b>	Timothy J. Lyden		
<b>Address Line 1:</b>	7930 Jones Branch Drive, 9th Floor		
<b>Address Line 2:</b>	Box Intellectual Property		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	32262.09		
<b>NAME OF SUBMITTER:</b>	Timothy J. Lyden		
<b>SIGNATURE:</b>	/Timothy J. Lyden/		
<b>DATE SIGNED:</b>	04/03/2015		
<b>Total Attachments: 5</b>			
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## EXECUTION VERSION

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of March 23, 2015, is entered into by and between Fielding Systems LLC, a Florida limited liability company ("Assignor"), and Quorum Fielding Systems, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 23, 2015 (the "Purchase Agreement"), by and among Assignor, Assignee, the Key Holders (as defined therein) and the Seller Representative (as defined therein), Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignors' right, title, and interest in and to those certain trademark registrations and applications identified on Schedule A attached hereto and the goodwill of the business symbolized thereby ("Assigned Trademarks") and those certain internet domain name registrations identified on Schedule B attached hereto ("Assigned Domain Names").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has assigned, and hereby assigns, transfers, conveys and delivers, to Assignee, all right, title and interest of Assignor throughout the world in and to the Assigned Trademarks and the Assigned Domain Names, the same to be held and enjoyed by Assignee, its successors and assigns.

2. Assignor further assigns to Assignee all of Assignor's right to sue for and receive all damages accruing from past, present and future infringements of the Assigned Trademarks and the Assigned Domain Names.

3. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission or other electronic means shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic means, including PDF format, shall be deemed to be their original signatures for any purposes whatsoever. Digital or electronic signatures affixed with any commonly accepted technology, e.g., EchoSign, will be accepted by the parties and will be valid.

4. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Purchase Agreement.

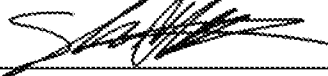
5. This Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware without reference to its choice of law rules. This Assignment may be amended or supplemented in any and all respects only by written agreement of the parties hereto.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

**ASSIGNOR:**

FIELDING SYSTEMS LLC

By: 

Name: Shawn C. Cutter

Title: Operating Manager

**ASSIGNEE:**

QUORUM FIELDING SYSTEMS, LLC

By: \_\_\_\_\_

Name: Perry R. Turbes

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

**ASSIGNOR:**

FIELDING SYSTEMS LLC

By: \_\_\_\_\_

Name: Shawn C. Cutter

Title: Operating Manager

**ASSIGNEE:**

QUORUM FIELDING SYSTEMS, LLC

By:  \_\_\_\_\_

Name: Perry R. Turbes

Title: President and Chief Executive Officer

## **SCHEDULE A**

### **Assigned Trademarks**

#### **Registered Trademarks**

ScadaVisor, USPTO Serial Number 85873583, Registration Number 4418403, registered 10/15/2013

FieldVisor, USPTO Serial Number 85873592, Registration Number 4418405, registered 10/15/2013

#### **Unregistered Trademarks**

VisorBridge

TicketVisor

SCADA in the Cloud

Trending Alarms

## **SCHEDULE B**

### **Assigned Domain Names**

#### **Domain Addresses**

fieldvisor.com; registrar: Godaddy.com, LLC; expires 2/12/2016  
scadavisor.com; registrar: Godaddy.com, LLC; expires 2/12/2016  
fieldingsystems.com; registrar: Godaddy.com, LLC; expires 2/12/2016  
fieldingsystems.net; registrar: Godaddy.com, LLC; expires 2/12/2016  
scadamonitoring.com; registrar: Godaddy.com, LLC; expires 6/25/2015  
fielddatacapture.com; registrar: Godaddy.com, LLC; expires 2/12/2016  
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